

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Kia R. Holland

Debtor(s)

U.S. Bank National Association (Successor Trustee for  
the Pennsylvania Housing Finance Agency, pursuant to  
said Trust Indenture) Movant

vs.

CHAPTER 13

Kia R. Holland

Debtor(s)

Charles W. Stone

Co-Debtor(s)

Kenneth E. West

Trustee

NO. 23-10674 AMC

11 U.S.C. Sections 362 and 1301

**MOTION OF U.S. BANK NATIONAL ASSOCIATION (SUCCESSOR TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY, PURSUANT TO SAID TRUST  
INDENTURE)  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Movant is U.S. Bank National Association (Successor Trustee for the Pennsylvania Housing Finance Agency, pursuant to said Trust Indenture).

2. Debtor(s) and Co-Debtor(s) is/are the owner(s) of the premises 5119 Saul Street, Philadelphia, PA 19124, hereinafter referred to as the mortgaged premises.

3. Movant is the holder of a mortgage, original principal amount of \$56,434.00 on the mortgaged premises that was executed on November 09, 2001. The mortgage has been assigned as follows: FROM: Wachovia Bank, National Association, (Successor Trustee for the Pennsylvania Housing Finance Agency, pursuant to said Trust Indenture dated as of April 1, 1982, as amended), TO: U.S. Bank National Association (Successor Trustee for the Pennsylvania Housing Finance Agency, pursuant to said Trust Indenture), by assignment of mortgage dated July 18, 2009.

4. Kenneth E. West is the Trustee appointed by the Court.

5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. Co-Debtor, Charles W. Stone, who has not filed for bankruptcy in this case, executed Movant's mortgage loan as a borrower along with the Debtor.

7. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$490.15 for the months of March 2023 through November 2023, \$558.31 for the months of December 2023 through November 2024, and \$648.02 for the month of December 2024, plus late charges if applicable.

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

9. The total amount necessary to reinstate the loan post-petition is \$11,200.78 (plus attorney's fees & costs).

10. Movant is entitled to relief from stay for cause.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Denise Carlon  
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